

## REMARKS

### 1. Introduction

In the final Office Action mailed September 28, 2009, the Examiner rejected claims 9, 11-15, 17-26, 28-32, and 34-42 under 35 U.S.C. § 103(a) as being unpatentable over Acres, U.S. Patent No. 6,712,697 (“Acres”). The Examiner rejected claims 45-54 under 35 U.S.C. § 103(a) as being unpatentable over Acres in view of Brosnan et al., U.S. Patent No. 7,063,617 (“Brosnan”), and further in view of Muskin, U.S. Pub. No. 2005/0170883.

In response, Applicant has amended claims 9, 26, 45, and 50.

For the reasons set forth below, Applicant requests reconsideration and allowance of the claims, as amended herein.

### 2. Response to Claim Rejections

#### a. Claims 9, 11-15, and 17-25

Of these claims, claim 9 is independent. The Examiner has rejected claim 9 under § 103 as being unpatentable over Acres. In response, Applicant has amended claim 9 to recite “wherein the a priori promotion credit is available to the player for immediate use for wagers without condition.” See Specification, p. 1, line 30 – p. 2, line 7. Applicant submits that amended claim 9 is clearly allowable over Acres, as set forth below.

The Examiner has argued that the Abstract of Acres discloses a priori promotion credit that is available for immediate wagering. See Final Office Action, pp. 2 and 4. However, amended claim 9 recites that “the a priori promotion credit is available to the player for immediate use *without condition*.” In contrast, the account credits described in Acres’ Abstract

are only *conditionally* useable for wagers, in that the account credits are useable for wagers only on the condition that the player also wagers the player's own money. In this regard, Table 1 in Acres sets forth the sequence followed by the player to redeem the account credits. *See* col. 5, lines 64-67. As set forth in Table 1, the player uses the player's own money to place a wager (e.g., by inserting a coin or bill) before the promotion credit becomes available. *See* col. 6, lines 3-12. For example, the player may put money in the coin acceptor to place a wager and then press the spin button. *See* col. 6, lines 36-44. In response, the coin-in meter goes to zero, the player's account credits are debited by the amount of the wager, and the credit meter is credited by this amount (effectively restoring the player's initial wager). *See* col. 6, lines 45-50.

Thus, whereas the "a priori promotion credit" recited in amended claim 9 is available to the player for immediate use for wagers *without condition*, the promotion credits described in Acres are only *conditionally* useable for wagering. Indeed, the Examiner appears to have already recognized the conditional nature of the promotion credits described in Acres. *See* Final Office Action, p. 2. For this reason alone, amended claim 9 is clearly allowable over Acres.

In addition, amended claim 9 recites "wherein the credit administration facility is further operable ... to maintain at least one play-through sub-account for the player." The Examiner has alleged that Acres discloses this element, specifically citing to col. 9, lines 63-67 and col. 10, lines 1-9. *See* Office Action, p. 4. But that section refers to "account credits," "account points," and "credits on the gaming meter," not to any play-through sub-account. Moreover, Applicant's specification describes two play-through sub-accounts that may be maintained by the credit administration facility: (i) the play through achieved by the player; and (ii) the play through still required before the player's non-cashable credit balance may be cashed out by the player. *See*

Specification, p. 19, line 31 – p. 20, line 10. In contrast, Acres does not describe any sub-account that tracks the player's play-through, either play-through already achieved or play-through still required. Thus, Acres does not teach “at least one play-through sub-account for the player,” as recited in amended claim 9. For this reason also, amended claim 9 is allowable over Acres.

Accordingly, Applicant submits that claim 9, as amended, is allowable over Acres for at least the foregoing reasons. Applicant further submits that claims 11-15 and 17-25 are allowable for at least the reason that they are dependent upon an allowable claim.

**b. Claims 26, 28-32, and 34-42**

Of these claims, claim 26 is independent. The Examiner has rejected claim 26 under § 103 as being unpatentable over Acres. In response, Applicant has amended claim 26 to recite “wherein the a priori promotion credit is available to the player for immediate use for wagers without condition.” See Specification, p. 1, line 30 – p. 2, line 7. Applicant submits that amended claim 26 is clearly allowable over Acres, as set forth below.

Claim 26 recites, *inter alia*, “maintaining at least one play through sub-account for the player.” In contrast, Acres does not teach any play through sub-account, as described above for claim 9.

In addition, claim 26 has been amended to recite that “the a priori promotion credit is available to the player for immediate use *without condition*.” In contrast, the promotion credits described in Acres are only *conditionally* useable for wagering, as discussed above for claim 9.

Accordingly, Applicant submits that claim 26, as amended, is allowable over Acres for at least the foregoing reasons. Applicant further submits that claims 28-32 and 34-42 are allowable for at least the reason that they are dependent upon an allowable claim.

**c. Claims 45-54**

Of these claims, claims 45 and 50 are independent. The Examiner has rejected claims 45 and 50 under § 103 as being unpatentable over Acres in view of Brosnan and Muskin. In response, Applicant has amended claims 45 and 50 to recite “wherein the player account is useable by a player to make wagers on house edge services, in which a house acts as banker, and on peer-to-peer services, in which the house does not act as banker but levies a transaction charge.” See Specification, p. 5, line 31 – p. 6, line 7. Applicant submits that amended claims 45 and 50 are clearly allowable over the Acres/Brosnan/Muskin combination, as set forth below.

In rejecting claims 45 and 50, the Examiner stated that “applicant’s claim of peer-to-peer is literally interpreted as comps being wager able online or over the internet.” That interpretation, however, is contrary to the definition of “peer-to-peer services” as “games in which the house does not act as banker, but merely levies a transaction charge on the game,” which is set forth on page 6, lines 4-7 of Applicant’s Specification. Claims 45 and 50 have now been amended to include that definition. Therefore, the Examiner’s interpretation of “peer-to-peer services” is no longer available.

Applicant submits that none of Acres, Brosnan, and Muskin teach peer-to-peer services in which the house does not act as bank but levies a transaction charge. Therefore, the combination of Acres, Brosnan, and Muskin does not teach a player account that is useable to make wagers on peer-to-peer services, as recited in claim 45 and 50.

Accordingly, Applicant submits that claims 45 and 50 are allowable over Acres, Brosnan, and Muskin for at least the foregoing reasons. Applicant further submits that claims 46-49 and 51-54 are allowable for at least the reason that they are dependent upon allowable claims.

3. **Conclusion**

Applicant submits that the present application is in condition for allowance, and notice to that effect is hereby requested. Should the Examiner feel that further dialog would advance the subject application to issuance, the Examiner is invited to telephone the undersigned at any time at (312) 913-0001.

Respectfully submitted,

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